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9 UNITED STATES DISTRICT COURT  
10 FOR THE EASTERN DISTRICT OF WASHINGTON

11 GREG PARTCH, JR., an individual,  
12 Plaintiff,

13 vs.

14 COLUMBIA STATE BANK, a  
15 Wisconsin corporation,  
16 Defendant.

CASE NO.: 2:15-CV-287

MOTION TO RELEASE ATTORNEY  
LIEN AND FUNDS

Hearing Date: March 19, 2018  
Hearing Time: 6:30 PM

**WITHOUT ORAL ARGUMENT**

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18  
19 **I. INTRODUCTION**

20 Plaintiff Partch requests that the attorney lien filed by Dunn & Black be  
21 released and the funds being held in the Court be released to Plaintiff Partch.

22 **II. RELEVANT FACTS**

23  
24 1. On September 1, 2015, Plaintiff Partch converted his hourly fee  
25 agreement with Dunn, Black & Roberts, PS into a contingent fee agreement. Ex.

1 B to Declaration of Greg Partch.

2 2. Pursuant to the agreement, Plaintiff paid the outstanding hourly fees  
3 owed of \$1,375.62. Ex. A and B to Dec. of Partch.

4 3. In October of 2015, Kevin Roberts left the firm of Dunn, Black  
5 & Roberts, PS. When advised that his lawyer was changing firms, Plaintiff met  
6 with Bob Dunn to discuss his case. In discussing the best interests of Mr. Partch,  
7 Dunn advised him that he "*would not change jockeys in the middle of the race.*"  
8 Dec. of Partch.

9  
10 4. Dunn did not advise Mr. Partch that any additional fees would be  
11 owed or that he would file a lien if Plaintiff continued to use Kevin Roberts as  
12 counsel. Id. He also did not agree to continue representation.

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14 5. Plaintiff did not ask Dunn, Black & Roberts to cease representation.  
15 Ex. A to Dec. of Partch.

### 16 17 **III. DISCUSSION**

18 Dunn & Black filed an attorney lien in this matter of \$1,824.35 which it  
19 claims represents hourly fees incurred after its fee agreement with Partch was  
20 converted to a contingent fee. Under the fee agreement, Plaintiff would only be  
21 entitled to such fees if "*Dunn, Black & Roberts, P.S. is asked by CLIENT to cease*  
22 *its pursuit of this recovery effort....*" Ex. B to Partch. As set forth above, Mr.  
23 Partch did not ask for Dunn, Black & Roberts, P.S. to cease its pursuit. Instead,  
24  
25

1 he met with Mr. Dunn to see if the firm would continue to represent him and was  
2 told that it would be in his best interest to allow Kevin Roberts to continue  
3 representation. Consequently, under the terms of the contingency fee agreement,  
4 no fees are owed and the lien should be released. Plaintiff Partch respectfully  
5 requests the Court order the funds being held by the Court for the lien be released  
6 to him.  
7

#### 8 IV. CONCLUSION

9 Good cause exists to grant Plaintiff's Motion to Release Attorney Lien and  
10 Funds.  
11

12  
13 DATED this 16<sup>th</sup> day of February, 2018  
14

15 s/ Kevin W. Roberts  
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24  
25

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 16<sup>th</sup> day of February, 2018, I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system. The CM/ECF system will send notification of such filings to the following:

Steven Winterbauer at mail@winterbauerdiamond.com

Ami M. De Celle at mail@winterbauerdiamond.com

s/ Kevin W. Roberts

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